

**EPSTEIN BECKER & GREEN, P.C.**

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 Aetna Life Insurance Company

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

----- X  
 ALAN M. ENGLER, M.D.  
 (Sahley Rivers)

Plaintiff,

- against -

AETNA HEALTH & LIFE INSURANCE COMPANY,

Defendant.  
 ----- X

Index No.: 08 CV 0911 (HB)

**ANSWER**

Defendant Aetna Life Insurance Company ("ALIC") named incorrectly by plaintiff as "Aetna Health & Life Insurance Company," by its attorneys, Epstein Becker & Green, P.C., for its answer to the complaint:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of the paragraph entitled "Jurisdiction and Venue;" admits the allegations of the second sentence; and denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the third sentence.

2. Denies the allegations contained in the first sentence of the paragraph entitled "First Cause of Action" and respectfully refers the Court to the complaint for its contents; denies the allegations contained in the second sentence; and denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the third sentence except that

plaintiff submitted medical claims to ALIC in the amount of \$25,000 for medical services allegedly rendered to Sahley Rivers on July 12, 2006, of which ALIC paid \$10,093.20 and denied payment for \$14,906.80.

**First Defense**

3. The complaint fails to state a claim upon which relief can be granted.

**Second Defense**

4. Plaintiff (and his assignor) has failed to exhaust his administrative and contractual remedies.

**Third Defense**

5. The applicable healthcare contract prohibits the assignment of medical benefits absent written consent by ALIC, which consent ALIC did not provide.

**Fourth Defense**

6. Plaintiff's causes of action are barred due to his failure to fulfill a condition precedent.

**Fifth Defense**

7. Plaintiff improperly served defendant with the summons and complaint.

**Sixth Defense**

8. Any state common law or statutory claims asserted by plaintiff are preempted by the Employee Retirement Income Security Act ("ERISA"), and more particularly, 29 U.S.C. §§ 1132 and 1144.

**Seventh Defense**

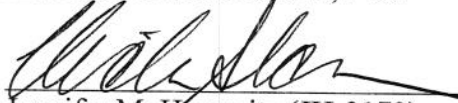
9. ALIC properly paid and/or denied coverage for the medical claims that are the subject of this action.

WHEREFORE, defendant ALIC demands judgment (1) dismissing the complaint in its entirety, (2) awarding it the costs and disbursements of this action, and (3) such other and further relief the Court may deem just and proper.

Dated: New York, New York  
January 29, 2008

EPSTEIN BECKER & GREEN, P.C.

By:

  
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